

APPENDIX OS

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APPENDIX OS (OPERATOR SERVICES)

1. INTRODUCTION

- 1.1 This Appendix sets forth the terms and conditions for Operator Services (OS) provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and **SPRINT**.
- 1.2 Definitions of terms used in this Appendix are contained in the General Terms and Conditions, except as specifically identified herein. The following definitions from the General Terms and Conditions are legitimately related to this Appendix: **SBC-13STATE**, **SBC-SWBT**, **PACIFIC**, **NEVADA**, **SNET**, **SBC-AMERITECH**.
- 1.3 As used herein, **SBC-10STATE** means the applicable above listed ILECs doing business in Arkansas, Illinois, Indiana, Kansas, Michigan, Missouri, Ohio, Oklahoma, Texas, and Wisconsin.

2. SERVICES

- 2.1 Where technically feasible and/or available, **SBC-13STATE** will provide the following OS:
 - 2.1.1 **Fully Automated Call Processing**

Allows the caller to complete a call utilizing equipment without the assistance of an **SBC-13STATE** operator, hereafter called "Operator."

 - 2.1.1.1 **SBC-10STATE** and **PACIFIC** - This allows the caller the option of completing calls through an Automated Alternate Billing System (AABS). Automated functions can only be activated from a touch-tone telephone. Use of a rotary telephone or failure or slow response by the caller to the audio prompts will bridge the caller to an Operator for assistance.
 - 2.1.1.2 **NEVADA** – This allows the caller the option of billing calling card calls through a Mechanized Calling Card Service (MCCS). Automated functions can only be activated from a touch-tone telephone.
 - 2.1.2 **Operator-Assisted Call Processing**

- 2.1.2.1 Allows the caller to complete a call by receiving assistance from an Operator.

3. DEFINITIONS

- 3.1 Fully Automated Call Processing - Where technically feasible and/or available, **SBC-13STATE** can support the following fully automated call types as outlined below: 3.1.1 Fully Automated Calling Card Service.

3.1.1.1 **SBC-13STATE** -This service is provided when the caller dials zero ("0"), plus the desired telephone number and the calling card number to which the call is to be charged. The call is completed without the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which billing validation can be performed.

- 3.1.2 Fully Automated Collect and Bill to Third Number Services or Mechanized Calling Card System

3.1.2.1 **SBC-12STATE** - The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed without the assistance of an Operator.

- 3.1.3 **SBC-8STATE** will treat the following situations as Fully Automated service:

3.1.3.1 When the caller identifies himself or herself as disabled.

3.1.3.2 When the caller reports trouble on the network.

3.1.3.3 When the Operator reestablishes an interrupted call.

- 3.2 Operator-Assisted Call Processing - Where technically feasible and/or available, **SBC-13STATE** will support the following Operator-assisted call types for **SPRINT**:

3.2.1 Semi-Automated Calling Card Service. A service provided when the caller dials zero (0) plus the telephone number desired and the calling card number to which the call is to be charged. The call is completed with the assistance of an Operator. An authorized calling card for the purpose of this Appendix, is one for which **SBC-13STATE** can perform billing validation.

- 3.2.2 Semi-Automated Collect and Bill to Third Number Services. The caller dials zero (0) plus the telephone number desired, and selects the Collect or Bill To Third Number billing option as instructed by the automated equipment. The call is completed with the assistance of an Operator.
- 3.2.3 Semi-Automated Person-To-Person Service. A service in which the caller dials zero (0) plus the telephone number desired and asks the Operator for assistance in reaching a particular person, or a particular PBX station, department or office to be reached through a PBX attendant. This service applies even if the caller agrees, after the connection is established, to speak to any party other than the party previously specified.
- 3.2.4 Operator Handled Services. Services provided when the caller dials zero (0) for Operator assistance in placing a sent paid, calling card, collect, third number or person to person call.
- 3.2.5 Line Status Verification. A service in which the Operator, upon request, will check the requested line for conversation in progress and advise the caller.
- 3.2.6 Busy Line Interrupt. A service in which the caller asks the Operator to interrupt a conversation in progress, to determine if one of the parties is willing to speak to the caller requesting the interrupt. Busy Line Interrupt service applies even if no conversation is in progress at the time of the interrupt attempt, or when the parties interrupted refuse to terminate the conversation in progress.
- 3.2.7 Operator Transfer Service. A service in which the local caller requires Operator Assistance for completion of a call terminating outside the originating LATA.

4. CALL BRANDING

- 4.1 Where technically feasible and/or available, **SBC-13STATE** will brand OS in **SPRINT**'s name based upon the criteria outlined below:
- 4.1.1 Where **SBC-13STATE** provides **SPRINT** Operator Services (OS) and DA services via the same trunk, both the OS and DA calls will be branded with the same brand. Where **SBC-13STATE** is only providing OS on behalf of the **SPRINT**, the calls will be branded.
- 4.1.2 **SPRINT** name used in branding calls may be subject to Commission regulations and should match the name in which **SPRINT** is certified.

- 4.1.3 **SBC-10STATE** - **SPRINT** will provide written specifications of its company name to be used by **SBC-10STATE** to create **SPRINT** specific branding messages for its OS calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ). **SPRINT** attests that it has been provided a copy of the Operator Services OS/DA Questionnaire (OSQ).
- 4.1.4 **SBC-2STATE** - **SPRINT** will provide recorded announcement(s) of its company name to be used to brand the **SPRINT**'s OS calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).
- 4.1.5 A **SPRINT** purchasing **SBC-13STATE** unbundled local switching is responsible for maintaining **SPRINT**'s End User customer records in **SBC-13STATE** Line Information Database (LIDB) as described in Appendix LIDB-AS. **SPRINT**'s failure to properly administer customer records in LIDB may result in branding errors.
- 4.1.6 **Multiple Brands**
- 4.1.6.1 **SBC-7STATE** can support multiple brands on a single trunk group for a facilities-based **SPRINT** if all End User customer records for all carriers utilizing the same trunk group are maintained in **SBC-7STATE** LIDB.
- 4.1.6.2 **SNET** can support multiple brands for facilities-based **SPRINT**'s on multiple trunk groups.
- 4.1.7 **Branding Load Charges**
- 4.1.7.1 **SBC-SWBT** - An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of **SPRINT** specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement. In addition, a per call charge applies for every OS call handled by **SBC-SWBT** on behalf of **SPRINT** when such services are provided in conjunction with: i) the purchase of **SBC-SWBT** unbundled local switching; or ii) when multiple brands are required on a single Operator Services trunk.
- 4.1.7.2 **SBC-AMERITECH** – An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for

the establishment of **SPRINT** specific branding. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

- 4.1.7.3 **SBC-2STATE** – An initial non-recurring charge applies per state, per brand, per Operator assistance switch, for the establishment of **SPRINT** specific branding. An additional non-recurring charge applies per state, per brand, per Operator assistance switch for each subsequent change to the branding announcement.
- 4.1.7.4 **SNET** – An initial non-recurring charge applies per brand, per load, per Operator assistance switch for the establishment of **SPRINT** specific branding. An additional non-recurring charge applies per brand, per load, per Operator assistance switch for each subsequent change to the branding announcement.

5. OPERATOR SERVICES (OS) RATE/REFERENCE INFORMATION

- 5.1 Where technically feasible and/or available, **SBC-13STATE** will provide **SPRINT** OS Rate/Reference Information based upon the criteria outlined below:
 - 5.1.1 **SPRINT** will furnish OS Rate and Reference Information in a mutually agreed to format or media thirty (30) calendar days in advance of the date when the OS are to be undertaken.
 - 5.1.2 **SPRINT** will inform **SBC-13STATE**, in writing, of any changes to be made to such Rate/Reference Information fourteen (14) calendar days prior to the effective Rate/Reference change date. **SPRINT** acknowledges that it is responsible to provide **SBC-13STATE** updated Rate/Reference Information fourteen (14) calendar days in advance of when the updated Rate/Reference Information is to become effective.
 - 5.1.3 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of **SPRINT**'s OS Rate/Reference Information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the **SPRINT**'s OS Rate or Reference Information.
 - 5.1.4 **SBC-13STATE** - When an Operator receives a rate request from a **SPRINT** End User, **SBC-13STATE** will quote the applicable OS rates as provided by **SPRINT**.

- 5.1.4.1 **SBC-AMERITECH** and **SBC2-STATE** – In the interim, when an Operator receives a rate request from a **SPRINT** End User, **SBC-AMERITECH** and **SBC2-STATE** will transfer the **SPRINT** End User to a customer care number specified by the **SPRINT** in the OSQ. When **SBC-AMERITECH** and **SBC2-STATE** has the capability to quote-specific **SPRINT** rates and reference information the parties agree that the transfer option will be eliminated.

6. INTRALATA MESSAGE RATING

- 6.1 **SBC-SWBT** - Upon request, **SPRINT** may opt to purchase intraLATA Message Rating Service. This service provides the message rating function on all **SBC-SWBT** Operator assisted intraLATA calls. With this service, **SBC-SWBT** will compute the applicable charges for each message based on **SPRINT**'s schedule of rates provided to **SBC-SWBT**.

7. HANDLING OF EMERGENCY CALLS TO OPERATOR

- 7.1 To the extent **SPRINT**'s NXX encompasses multiple emergency agencies, **SBC-13STATE** agrees to ask the caller for the name of his/her community and to transfer the caller to the appropriate emergency agency for the caller's area. **SPRINT** must provide **SBC-13STATE** with the correct information to enable the transfer as required by the OSQ. **SPRINT** will also provide default emergency agency numbers to use when the customer is unable to provide the name of his/her community. When the assistance of another Carrier's operator is required, **SBC-13STATE** will attempt to reach the appropriate operator if the network facilities for inward assistance exist. **CLEC agrees to indemnify, defend, and hold harmless SBC-13STATE from any and all actions, claims, costs, damages, lawsuits, liabilities, losses and expenses, including reasonable attorney fees, arising from any misdirected calls.**

8. RESPONSIBILITIES OF THE PARTIES

- 8.1 **SPRINT** agrees that due to quality of service and work force schedule issues, **SBC-13STATE** will be the sole provider of OS for **SPRINT**'s local serving area(s)
- 8.2 **SPRINT** will be responsible for providing the equipment and facilities necessary for signaling and routing calls with Automatic Number Identification (ANI) to each **SBC-13STATE** Operator assistance switch. Should **SPRINT** seek to obtain interexchange OS from **SBC-13STATE**, **SPRINT** is responsible for ordering the necessary facilities under the appropriate interstate or intrastate Access Service

Tariffs. Nothing in this Agreement in any way changes the manner in which an interexchange Carrier obtains access service for the purpose of originating or terminating interexchange traffic.

- 8.2.1 SBC-2STATE - Services that require ANI, such as branding and call completion, can not be provided when SPRINT utilizes a LISA trunking arrangement. LISA trunks for OS will be eliminated when SBC-2STATE 5ACD switches are eliminated. At such time, SPRINT will be responsible for providing direct trunks to each SBC-2STATE Operator assistance switch.
- 8.3 Facilities necessary for the provision of OS shall be provided by the Parties hereto, using standard trunk traffic engineering procedures to insure that the objective grade of service is met. Each party shall bear the costs for its own facilities and equipment.
- 8.4 SPRINT will furnish to SBC-13STATE a completed OSQ, thirty (30) calendar days in advance of the date when the OS are to be undertaken.
- 8.5 SPRINT will provide SBC-13STATE updates to the OSQ fourteen (14) calendar days in advance of the date when changes are to become effective.
- 8.6 SPRINT understands and acknowledges that before live traffic can be passed, SPRINT is responsible for obtaining and providing to SBC-13STATE, default emergency agency numbers.

9. METHODS AND PRACTICES

- 9.1 SBC-13STATE will provide OS to SPRINT's End Users in accordance with SBC-13STATE OS methods and practices that are in effect at the time the OS call is made, unless otherwise agreed in writing by both Parties.

10. PRICING

- 10.1 The prices at which SBC-13STATE agrees to provide SPRINT with OS are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.
- 10.2 Beyond the specified term of this Appendix, SBC-13STATE may change the prices for the provision of OS upon one hundred-twenty (120) calendar days' notice to SPRINT.

11. MONTHLY BILLING

- 11.1 For information regarding billing, non-payment, disconnection, and dispute resolution, see the General Terms and Conditions of this Agreement.
- 11.2 SBC-13STATE will accumulate and provide SPRINT such data as necessary for SPRINT to bill its End Users.

12. LIABILITY

- 12.1 The provisions set forth in the General Terms and Conditions of this Agreement, including but not limited to those relating to limitation of liability and indemnification, shall govern performance under this Appendix.
- 12.2 Except for acts of negligence, gross negligence or willful misconduct by SBC-13STATE, SPRINT also agrees to release, defend, indemnify, and hold harmless SBC-13STATE from any claim, demand or suit that asserts any infringement or invasion of privacy or confidentiality of any person or persons caused or claimed to be caused, directly, or indirectly, by SBC-13STATE employees and equipment associated with provision of the OS Services, including but is not limited to suits arising from disclosure of the telephone number, address, or name associated with the telephone called or the telephone used to call Operator Services.

13. TERMS OF APPENDIX

- 13.1 Appendix will continue in force for the length of the Interconnection Agreement, but no less than twelve (12) months. At the expiration of the term of the Interconnection Agreement to which this Appendix is attached or twelve (12) months, whichever occurs later, either Party may terminate this agreement upon one hundred-twenty (120) calendar days written notice to the other Party.
- 13.2 If SPRINT terminates this Appendix prior to the expiration of the term of this Appendix, SPRINT shall pay SBC-13STATE, within thirty (30) days of the issuance of any bills by SBC-13STATE, all amounts due for actual services provided under this Appendix, plus estimated monthly charges for the unexpired portion of the term. Estimated charges will be based on an average of the actual monthly service provided by SBC-13STATE pursuant to this Appendix prior to its termination.

14. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 14.1 Every interconnection, service and network element provided hereunder, shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection, service or network element as provided in Section 2.9 in the General Terms and Conditions.